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REMARKS

In this Amendment, Applicants amend claims 1, 7, 8, and 12, cancel claims 15-28 from further consideration in this application, and add new claims 29 and 30, which recite subject matter originally presented in claim 7. Applicants are not conceding that the subject matter encompassed by the claims prior to this Amendment is not patentable over the art cited by the Examiner. Applicants amend claims 1, 7, 8, and 12 and cancel claims 15-28 solely to facilitate expeditious prosecution of potentially allowable subject matter. Applicants respectfully reserve the right to pursue claims, including the subject matter encompassed by original claims 1-28, as presented prior to this Amendment, and additional claims in one or more continuing applications. Applicants respectfully request reconsideration of the claims in view of the above Amendments and following remarks.

I. 35 U.S.C. § 102, Alleged Anticipation of Claims 1-28

The Office rejects claims 1-28 under 35 U.S.C. § 102(b) as allegedly being anticipated by *Erickson et al.* (U.S. Patent No. 5,987,021). Applicants respectfully traverse this rejection.

Applicants cancel claims 15-28 from further consideration in this application.

Erickson teaches a method and apparatus for allocating resources between queued and non-queued services. A reserved resource group comprises at least one communication resource. Resources from the reserved resource group are allocated to a request for a non-queued service. See *Erickson*, col. 3, lines 1-8. A queued service may comprise dispatch services, such as telephone service, control service, and mobility service. A resource allocator receives service requests for queued service and allocates resources for the queued service. See *Erickson*, col. 3, line 40, to col. 4, line 2.

In contradistinction, claim 1 recites a method of allocating computing resources that comprises receiving requests for services from a plurality of customers, responding to said requests for services utilizing a shared infrastructure, and configuring the shared infrastructure based on stored customer information for the plurality of customers. The stored customer information comprises service level agreement information comprising terms of a service level agreement for each of the plurality of customers. Configuring

comprises assigning a priority to the requests based on the terms of the service level agreement for each of the plurality of customers.

Erickson does not teach or suggest configuring a shared infrastructure based on customer information comprising service level agreement information. More particularly, *Erickson* does not teach or suggest assigning a priority based on terms of service level agreements for each of the plurality of customers. The Office Action alleges that *Erickson* teaches this feature at col. 5, line 45, to col. 6, line 34, and col. 7, line 4, to col. 9, line 25. These cited portions are lengthy and are not reproduced here. However, Applicants submit that the cited portions, while lengthy, appear to be arbitrary citations with no reference to service level agreements. The Office Action proffers no analysis as to why the lengthy cited portions somehow teach assigning a priority to requests for service based on terms of service level agreements. The cited portions of *Erickson* do appear to mention priority and grades of service. However, *Erickson* does not teach that the service provider has any agreements in place with customers guaranteeing a particular level of service. Therefore, *Erickson* cannot teach assigning priorities based on terms of service level agreements.

The applied reference does not teach or suggest each and every claim feature; therefore, *Erickson* does not anticipate claim 1. Because claims 2-7 and 29 depend from claim 1, the same distinctions between *Erickson* and claim 1 apply for these claims. In addition, claims 2-7 and 29 recite additional combinations of features not taught or suggested by the reference.

For example, claim 7 recites assigning the priority based on categories of stored customer information chosen from actual violations of the terms, penalties for violations of the terms and sensitivity to violations of the terms. The Office Action alleges that *Erickson* teaches these features at the above referenced portions. Applicants respectfully disagree. *Erickson* makes no mention whatsoever of assigning priorities based on actual violations of a service level agreement, penalties for violating a service level agreement, or sensitivity to violations of terms of a service level agreement. Therefore, *Erickson* does not anticipate claim 7.

Claim 29 recites assigning the priority based on revenue attributed to one of said customers. *Erickson* does not teach or suggest this feature. The Office Action alleges

that *Erickson* teaches these features at the above referenced portions. Applicants respectfully disagree. *Erickson* makes no mention whatsoever of assigning priorities based on revenue attributed to one of the customers. Therefore, *Erickson* does not anticipate claim 29.

The Office Action alleges that *Erickson* anticipates claims 8-11 for the same reasons as claims 1-7. Claim 8 recites a method of allocating computing resources that comprises analyzing at least one provisioning request, assigning a priority to the at least one provisioning request based on performance data and stored customer information, configuring a shared infrastructure according to said provisioning request and the priority, and responding to requests for services utilizing said shared infrastructure, wherein the stored customer information comprises service level agreement information comprising terms of a service level agreement. *Erickson* does not teach or suggest configuring a shared infrastructure based on customer information comprising service level agreement information. More particularly, *Erickson* does not teach or suggest assigning a priority based on terms of service level agreements for each of the plurality of customers. The Office Action alleges that *Erickson* teaches this feature at col. 5, line 45, to col. 6, line 34, and col. 7, line 4, to col. 9, line 25. These cited portions are lengthy and are not reproduced here. However, Applicants submit that the cited portions, while lengthy, appear to be arbitrary citations with no reference to service level agreements. The Office Action proffers no analysis as to why the lengthy cited portions somehow teach assigning a priority to requests for service based on terms of service level agreements. The cited portions of *Erickson* do appear to mention priority and grades of service. However, *Erickson* does not teach that the service provider has any agreements in place with customers guaranteeing a particular level of service. Therefore, *Erickson* cannot teach assigning priorities based on terms of service level agreements.

The applied reference does not teach or suggest each and every claim feature; therefore, *Erickson* does not anticipate claim 8. Because claims 9-14 and 30 depend from claim 8, the same distinctions between *Erickson* and claim 8 apply for these claims. In addition, claims 8-14 and 30 recite additional combinations of features not taught or suggested by the reference.

For example, claim 12 recites that the service level agreement information comprises actual violations of said terms, penalties for violations of said terms, and sensitivity to violations of said terms. The Office Action alleges that *Erickson* teaches these features at the above referenced portions. Applicants respectfully disagree. *Erickson* makes no mention whatsoever of assigning priorities based on actual violations of a service level agreement, penalties for violating a service level agreement, or sensitivity to violations of terms of a service level agreement. Therefore, *Erickson* does not anticipate claim 12.

Claim 30 recites that the stored customer information comprises revenue attributed to one of said customers. *Erickson* does not teach or suggest this feature. The Office Action alleges that *Erickson* teaches these features at the above referenced portions. Applicants respectfully disagree. *Erickson* makes no mention whatsoever of assigning priorities based on revenue attributed to one of the customers. Therefore, *Erickson* does not anticipate claim 30.


Therefore, Applicants respectfully request withdrawal of the rejection of claims 1-14 under 35 U.S.C. § 102(b).

II. Conclusion

It is respectfully urged that the subject application is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

Respectfully submitted,

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